

GOVERNMENT OF GUAM
OFFICE OF THE GOVERNOR
AGANA, GUAM

EXECUTIVE ORDER NO. 77-21

STATE PLAN OF OPERATIONS FOR THE TERRITORY OF GUAM

STATE AGENCY FOR SURPLUS PROPERTY

WHEREAS, Public Law 94-519, U.S. Congress, amended the Federal Property and Administrative Services Act of 1949 to permit the donation of Federal Surplus Property to the States and local organizations for public purposes and for other purposes; and

WHEREAS, said public law requires a State Plan of Operation to be submitted to the Administrator, General Services Administration; and

WHEREAS, TITLE VII, CHAPTER III, Sections 6203 and 6209 of the Government Code of Guam authorizes the Director of Administration to prescribe rules and regulations, and to file a territorial plan of operation pertaining to the Territory of Guam State Agency for Surplus Property in accordance with the standards prescribed by the Federal Act; and

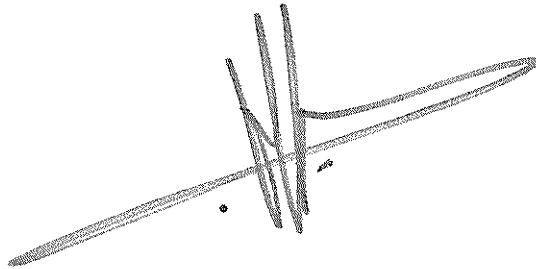
WHEREAS, public hearing regarding this Plan of Operation was conducted on August 10, 1977; and

WHEREAS, the Director of Administration has adopted a State Plan of Operation pertaining to the Territory of Guam State Agency for Surplus Property in accordance with the standards prescribed by the Federal Act;

NOW, THEREFORE, I, RICARDO J. BORDALLO, Governor of Guam, by virtue of the authority vested in me by the Organic Act of Guam, as amended, do hereby approve and promulgate, as attached hereto, "The State Plan of Operation for the Territory of Guam State Agency for Surplus Property".


This order shall be effective upon approval of the Governor and upon filing of said Order with the Legislative Secretary of the Guam Legislature.

Signed and promulgated at Agana, Guam this 3rd day of OCTOBER, 1977.

A handwritten signature in dark ink, consisting of several vertical strokes followed by a long horizontal stroke that extends to the right.

RICARDO J. BORDALLO
Governor of Guam

COUNTERSIGNED:

A handwritten signature in dark ink, featuring a large, stylized 'R' followed by several loops and a long horizontal stroke.

RUDOLPH G. SABLAN
Lieutenant Governor

Attachment of
Executive Order 77-21

TERRITORY OF GUAM
STATE AGENCY FOR SURPLUS PROPERTY
PROPOSED
PLAN OF OPERATION

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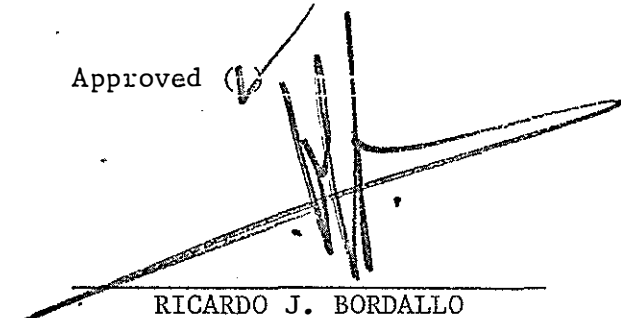
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CERTIFICATION

I, Ricardo J. Bordallo, Governor of Guam hereby certify that I will ascertain that the duties necessary for the operation of the Territory of Guam State Agency for Surplus Property are performed within the required applicable Federal Laws and Regulations (Part 101-44 of Title 41, Code of Federal Regulations). I further certify that the attached temporary State Plan of Operation developed by the Governor of Guam, if approved by the General Services Administration, shall be the operations manual governing the donable surplus property program. These duties include, but are not necessarily restricted to screening, receiving, warehousing, accounting for, and making utilization visits involving Federal Surplus personal property acquired for distributions to eligible donees.

Approved (✓)


RICARDO J. BORDALLO
Governor of Guam

Date

10/3/17

TERRITORY OF GUAM
STATE AGENCY FOR SURPLUS PROPERTY
PLAN OF OPERATION

PART I. Authority

Public Law 11-219, Eleventh Guam Legislature, enacted January 17, 1973, designated the Department of Administration as the State Agency for the purpose of Section 203 (j) (k) and (n) of the Federal Property and Administrative Services Act of 1949 as amended. This law (Public Law 11-219), under Chapter III, Title VII, Sections 6200 thru 6213 of the Government Code of Guam, attached as pages 1a thru 1c authorized and empowers the Director of Administration to acquire, warehouse, and distribute surplus property to all eligible entities and institutions within the Territory of Guam, and to enter into cooperative agreements on behalf of Guam.

General Public notice of the plan was published for 60 calendar days and interested parties were given a period of 30 calendar days in which to submit comments. Comments, as well as the relative needs and resources of all public agencies and other eligible donees were considered in developing the Plan of Operation.

PART II. Designation of the State Agency

The Territory of Guam, State Agency for Federal Surplus Property Assistance Program is an added program under the direction of the Director, Department of Administration. The State Agency is administered and will continue to be administered under the supervision of the Surplus Property Management Officer who is responsible for the ultimate administration of all phases of the State Agency

§ 6118.3. **Transfer Authority: Judicial Branch Appropriations.** The Administrative Director of the Courts with the approval of the Judicial Council is hereby authorized to transfer an aggregate of not to exceed five per cent (5%) of any item of appropriation within the annual operational appropriation for the Judicial Branch to any other item of appropriation within that operational appropriation, and to transfer not to exceed five per cent (5%) of any item of appropriation within the annual Capital Improvement appropriation for the Judicial Branch to any other item of appropriation within that Capital Improvement appropriation; provided, however that no item of appropriation shall be increased an aggregate of more than five per cent (5%). The Administrator of the Courts shall submit to the Legislature a quarterly report of all transfers made pursuant to this Section. [Added by P.L. 11-195, effective July 20, 1972.]

CHAPTER III

Surplus Property

- § 6200. Surplus property agency designation.
- § 6201. Functions.
- § 6202. Assistance to applicants.
- § 6203. Rules and regulations.
- § 6204. Certifications, actions and reports.
- § 6205. Contract and cooperative agreements.
- § 6206. Authority to acquire, hold and improve property.
- § 6207. Personnel.
- § 6208. Clearing house.
- § 6209. Cooperation with Federal Government.
- § 6210. Power to delegate authority.
- § 6211. Transfer charges.
- § 6212. Special Surplus Property Fund.
- § 6213. Authorization for appropriation.

§ 6200. **Surplus property agency designation.** The Department of Administration is hereby designated as the 'State Agency' for the purposes of § 203 (j) of the Federal Property and Administrative Services Act of 1949 as amended, (40 U.S.C. 484 (j)) (hereinafter referred to as 'the Federal Act').

§ 6201. **Functions.** The Director is authorized and empowered (1) to acquire from the United States of America such property as is allocated to the Department pursuant to the Federal Act, (2) to warehouse such property, and (3) to distribute such property to those entities and institutions which meet the qualifications for eligibility for such property under the Federal Act, or who may hereafter meet such qualifications.

§ 6202. Assistance to applicants. The Director is authorized to disseminate information and assist potential applicants concerning the availability of Federal surplus real property, to otherwise assist in the processing of such applications for acquisition of real and related personal property of the United States under § 203 (k) of the Federal Act, (40 U.S.C. 484 (k)), and to subsequently assist in assuring utilization of the property.

§ 6203. Rules and regulations. Subject to the provisions of the Administrative Adjudication Law, the Director may prescribe such rules and regulations as may be necessary for the efficient administration of this Chapter or as may be required by Federal laws and regulations.

§ 6204. Certifications, actions and reports. The Director may make the necessary certifications, undertake such action, and make such reports as may be required by Federal law or regulations or which may otherwise be necessary to provide for the efficient administration of this Chapter.

§ 6205. Contract and cooperative agreements. The Director may enter into contracts, and other agreements for and on behalf of Guam, including the cooperative agreements within the purview of § 203 (n) of the Federal Act (40 U.S.C. 484 (n)) with Federal agencies, as well as agreements with other SASP or groups and associations thereof which will promote the administration of this Chapter.

§ 6206. Authority to acquire, hold and improve property. The Director may, subject to the availability of funds in the Special Surplus Property Fund provided for by § 6211 of this Chapter, acquire and hold title to real property, make capital improvements thereto, and make advance payments of rent for distribution centers, office space, or other facilities required to carry out the functions of the Department as herein provided.

§ 6207. Personnel. The Director is authorized and empowered to appoint advisory boards or committees, and to appoint, under the government of Guam Personnel Law and Compensation Law (Chapters I and II of Title V of the Government Code of Guam), subject to such additional standards as may be required by the United States Department of Health, Education and Welfare, such other personnel as deemed necessary and suitable for the administration of this Chapter.

§ 6208. Clearing house. The Director is authorized and empowered to act as a clearing house for information for the entities and institutions which may be eligible to acquire Federal surplus property, and to assist, as necessary, such entities and institutions in obtaining such property.

§ 6209. Cooperation with Federal Government. The Director shall, consistent with the provisions of this Chapter, cooperate to the fullest extent with the departments or agencies of the United States of America, file a territorial plan of operation approved by the Governor, operate in accordance therewith, and take such action as may be necessary to meet the standards prescribed by the Federal Act.

§ 6210. Power to delegate authority. The Director may delegate to any employees of the Department such power and authority as he deems reasonable and proper for the effective administration of this Chapter.

§ 6211. Transfer charges. The Director may assess a service and handling charge or fee for the acquisition, warehousing, distribution, or transfer of any Federal surplus property, within limits established by Federal law, which charge or fee shall be limited to that reasonably related to the costs of care and handling in respect to its acquisition, receipt, warehousing, distribution or transfer by the Department and, in the case of real property, such charges and fees shall be limited to the reasonable administrative costs of the Department incurred in effecting transfer.

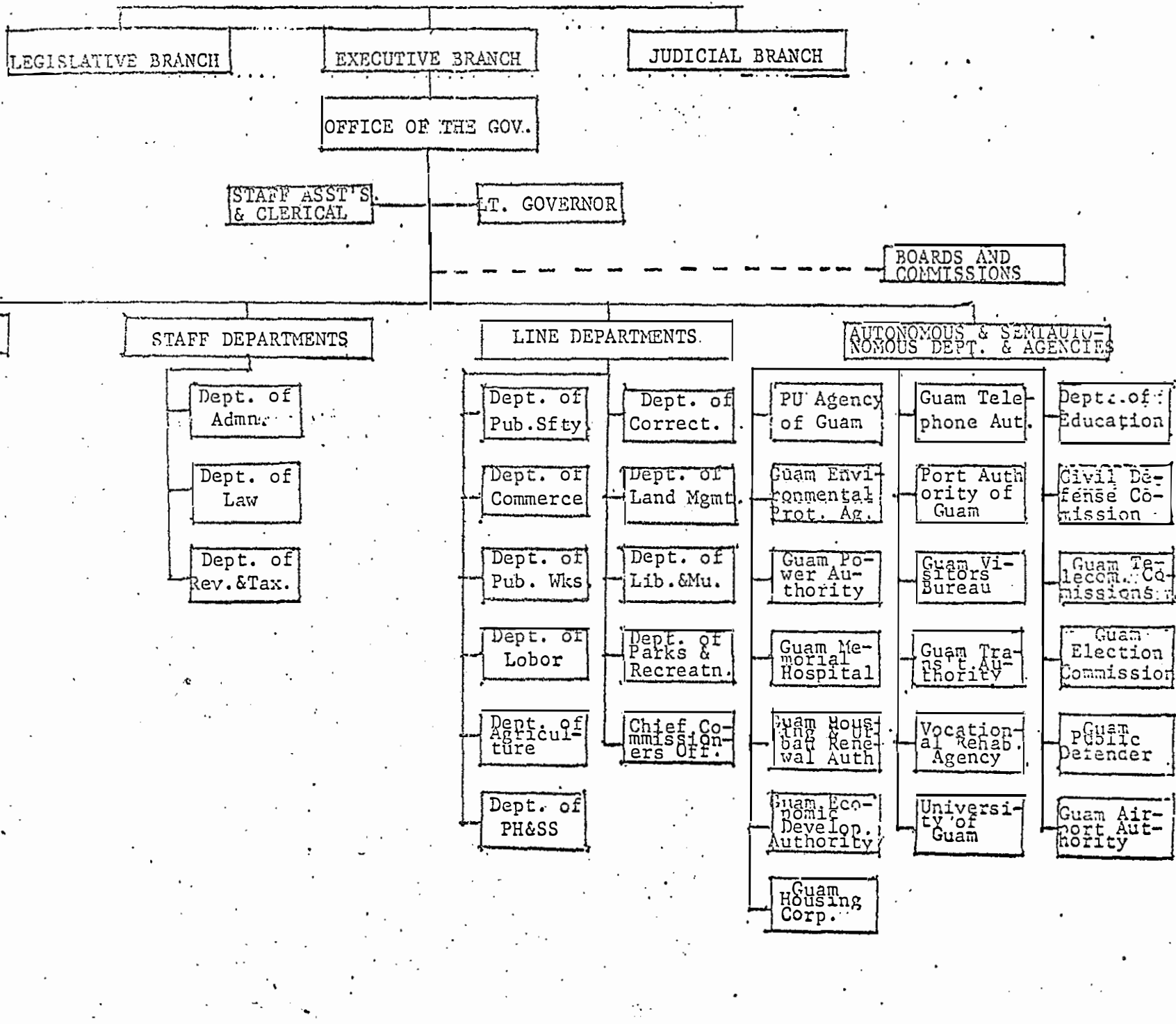
§ 6212. Special Surplus Property Fund. (a) There is hereby established a fund to be known as 'the Special Surplus Property Fund', which shall be maintained separate and apart from any other funds from the government of Guam and independent records and accounts thereof shall be maintained in connection therewith.

(b) All appropriations made for the purpose of implementing this Chapter shall be deposited within the Special Fund. All receipts from charges or fees assessed pursuant to § 6211 of this Chapter shall additionally be placed in the Special Fund. All debts, liabilities, obligations, and operating expenses incurred pursuant to this Chapter shall be paid by the Director from said funds.

(c) The Director shall render quarterly to the Governor and to the Legislature a statement reflecting the financial condition of the Special Fund and a financial statement of operations of the said Special Fund for the period covered.

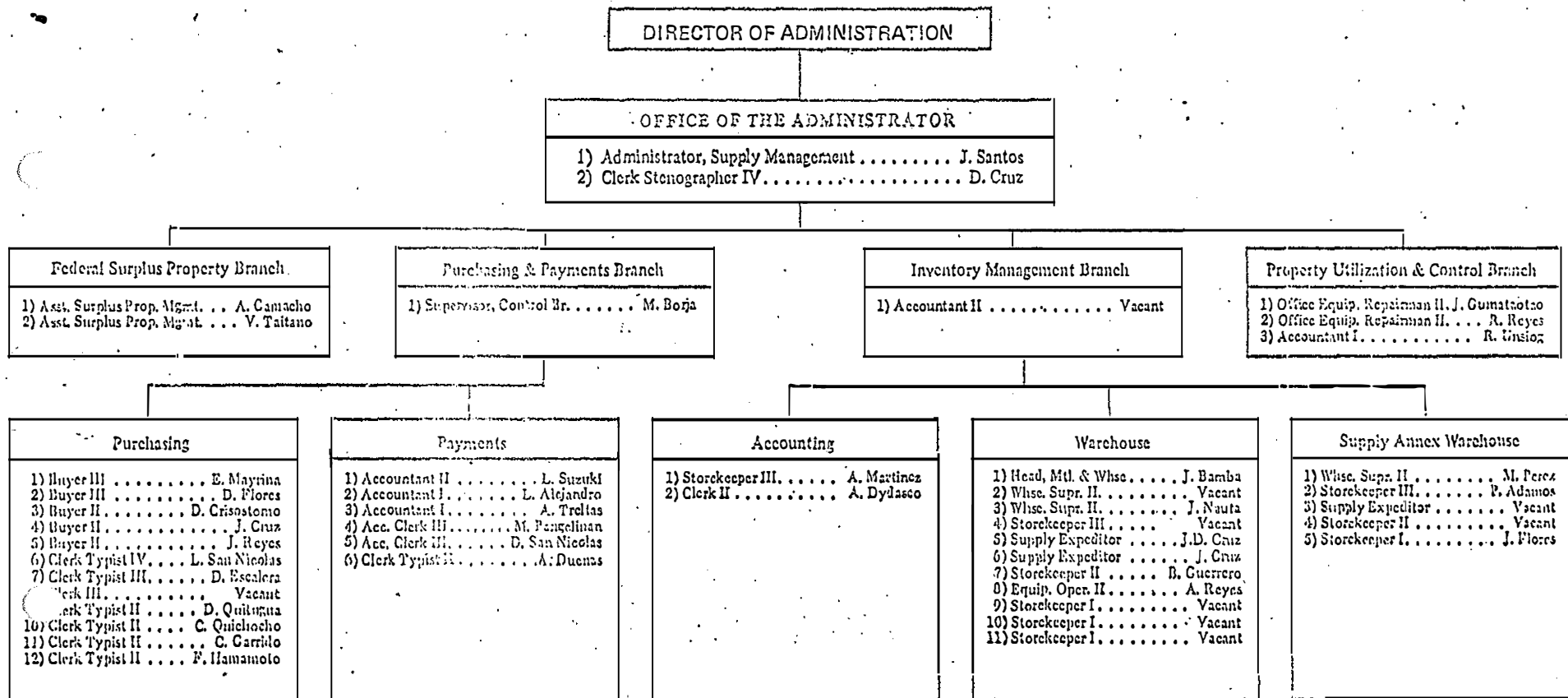
§ 6213. Authorization for appropriation. There is hereby authorized to be appropriated to the Special Fund such sums as may be necessary to carry out the provisions of this Chapter. [§§ 6200-6213 added by P.L. 11-219, effective January 17, 1973.]

GOVERNMENT OF GUAM
ORGANIZATIONAL CHART
FISCAL YEAR 1977



ORGANIZATIONAL CHART
DEPARTMENT OF ADMINISTRATION
SUPPLY MANAGEMENT DIVISION

As of January 17, 1977



DELEGATION OF AUTHORITY

By virtue of the authority vested in me in Title VII, Chapter III, Sections 6200 through 6212, of the Government Code of Guam, I hereby delegate the following authority to the individuals designated below:

- (1) To Jose B. Santos Administrator, Supply Management Division, the authority to administer, and carry out all aspects of the surplus property program, including but not limited to acquisition, storage and distribution. He will review and approve all transaction which pertains to Federal Surplus Property Management Program.
- (2) To Vicente M. Taitano Surplus Property Management Officer, the authority under the direction of the Administrator, Supply Management Division to carry out all aspects of the Surplus Property Programs, including but not limited to acquisition, warehousing and distribution. He will execute and sign all forms included in the Plan of Operation for the Territory of Guam - State Agency for Surplus Property. He will affix his signature or initials thereto;
- (3) To Alfred B. Camacho Assistant Surplus Property Management Officer (Screening) the authority under the general supervision of Surplus Property Management Officer to make the certification and agreement on the Standard Form 123 and other forms as may be necessary on behalf of the State Agency for the Territory of Guam, by signing on each form his own signature or initials thereto;
- (4) To Regina T. Unsiog Assistant Surplus Property Management Officer (Storage and Distribution) the authority under the general supervision of the Surplus Property Management Officer, to receive, warehouse and distribute to eligible donee and to screen donee repre-


sentative for valid authorization prior to receipt of donable property and admittance to warehouse. He will affix his own signature or initials on all warehouse or direct issue documents, and other documents required to officially record receipt, warehouse and distribution of donable Federal Surplus Property.


The signatures appearing below are sample signature for identification purposes of the individuals to whom authority is delegated by this delegation.


JOSE B. SANTOS
SAMPLE SIGNATURE


VICENTE M. TAITANO
SAMPLE SIGNATURE


ALFRED B. CAMACHO
SAMPLE SIGNATURE


REGINA T. UNSIOG
SAMPLE SIGNATURE


ESTEBAN U. TORRES
DIRECTOR OF ADMINISTRATION

September 22, 1977
DATE

AGREEMENT FOR SHARING PERSONNEL FACILITIES AND EQUIPMENT
BETWEEN

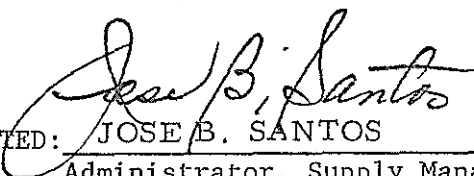
1. SUPPLY MANAGEMENT DIVISION
2. TERRITORY OF GUAM, STATE AGENCY FOR
SURPLUS PROPERTY

The Supply Management Division, Department of Administration will make available 5,000 square feet of Warehouse Storage consisting of bins and racks and 10,000 square feet of outside fenced storage, and 256 square feet of office space including utilities, garbage collection service and janitorial service at no cost to the State Agency for Surplus Property. Hauling, loading and unloading equipment and personnel will also be provided by Supply Management as it become necessary to effectuate and/or for the efficient operation of the State Agency.

APPROVED:


ESTEBAN U. TORRES
Director of Administration

ATTESTED:


JOSE B. SANTOS
Administrator, Supply Management
Division

Program in the acquisition, warehousing, and distribution of Federal Surplus Property in the Territory of Guam, pursuant to the provisions of the Federal Property and Administrative Services Act of 1949 as amended (the Act) and this plan.

Staffing and structure and delegation of authority are attached as pages ld to lg. The State Agency is housed at the Supply Management Division, Department of Administration Warehouse building in Piti, Guam, which is owned by the Government of Guam. The State Agency is provided 5,000 square feet of warehouse storage space consisting of bins and racks, 10,000 square feet of outside fenced storage and 256 square feet of office space at no cost to the State Agency. The agreement for sharing the facilities between Supply Management Division and the State Agency is attached as page lh.

PART III. Inventory Controls and Accounting Systems

a. Checking property into agency custody

- (1). Immediately upon receipt of donable property, a physical check will be made. If personnel are not immediately available, the property will be stored in a protected area for security purposes until it can be checked. Upon checking the property, the shipping document and the SF-123 and its attachment are compared. Overage and shortage reports and SF-123's will be prepared in accordance with the requirements of the Federal Property Management Regulation FPMR 101-44.115 and mail to GSA

regional office. Upon verification of the description, condition, and quantity, a property tag (Exhibit 1) is prepared to identify as follows:

- a. State application number
- b. Allocation number
- c. Description (including serial number, if applicable)
- d. Quantity and unit of issue
- e. Unit acquisition cost
- f. Unit service and handling charge
- g. Condition
- h. Storage location

(2). Following verification of the property received, individual stock record cards are prepared (Exhibit 2), whereby all issues and other disposition of the item listed are recorded. The stock record card will be retained in file for not less than three (3) years after the property have been issued.

(3). A complete physical inventory count will be made annually between June 15 and June 30. The physical inventory count will be documented on the inventory sheet (Exhibit 3). All adjustment to be made on the stock record card must be approved by the Surplus Property Management Officer before posting and only after all reasonable efforts have been exhausted to determine the reason for variance. An inventory adjustment voucher (Exhibit 4), signed by the

Surplus Property Management Officer to this effect will be made a part of the inventory document.

b. Accounting System

The Accounting System is a double entry and is implemented with chart of accounts, general ledger for all assets, liabilities, income and expense. Journals are used as the original book of entries. The systems will reflect all accrued accounts receivable and account payable items at the end of any reporting period.

Additionally, the accounting system would reflect cumulative records of capital outlay items and their related allowance for depreciation so that the operating statement would reveal an accurate statement of operations.

Balance sheet and monthly profit, and loss statement are prepared monthly for management visibility; and quarterly and year end reports are prepared for the Director of Administration for submission to the Governor and the Legislature as required by local statute. Agreement on accounting and financial record is attached as page 4a.

PART IV. Return of Donated Property

- a.** Return of property by donee when determination has been made that property has not been put to use by the donee within one year from date of receipt or when the donee has not used the property for one year thereafter in accordance with the terms

AGREEMENT ON ACCOUNTING
AND
FINANCIAL RECORDS FOR
THE TERRITORY OF GUAM
STATE AGENCY FOR SURPLUS PROPERTY

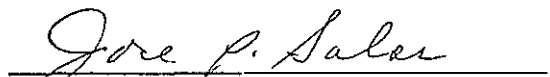
It is agreed to provide Bookkeeping Services, and to conform to the double entry bookkeeping system as required by Surplus Property regulations so that the accounting system at the end of a reporting period will reflect all accrued accounts receivable and accounts payable items.

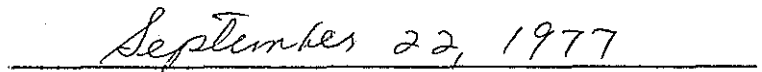
In addition, the accounting department records for the state agency will maintain cumulative records of capital outlay items and their allowance for depreciation so that the operating statement will reflect an accurate statement of operations.

A copy of the balance sheet and monthly profit and loss statement will be prepared and sent to the state agency on or before the 10th day of each month.

ATTESTED:


ESTEBAN U. TORRES
Director of Administration


Administrator, General Accounting
Division


Date

and conditions of the application, certification and agreement signed by the administrative officer or other authorized representative of the donee as a condition for eligibility and as repeatedly expressed on the distribution document. The donee, if property is still usable as determined by the State Agency must:

1. Return the property to the State Agency Warehouse at its own expense.
 2. Retransfer the property to another eligible donee as directed by the State Agency.
 3. Make other disposal of the property as the State Agency may direct.
- b. The State Agency will emphasize this requirement when issuing the property, when corresponding, and meeting with donees, and when making utilization survey of donated property at donee facilities. Property returned by donee will be entered into inventory control and be made available for issue to other donees.

PART V. Financing and Service Charges

- a. The personnel salaries and benefits of the State Agency personnel will be annually appropriated by the Government of Guam. A revolving fund of \$25,000 dollars established by legislative action, financed the acquisition and distribution of Federal Surplus Property; and is maintained

by the collection of service and handling charges. This fund is designed to maintain a working capital reserve to cover the operating expenses of the State Agency. Reserve monies are deposited on a checking account basis.

- b. Service and handling charge will be computed as a combination of up to 15% of the acquisition cost of the property, plus freight in, and cost of handling, labeling, packing, removing installed equipment, repair, rehabilitation and making the property serviceable. The service charge assessed by the State Agency shall be reasonable and in relation to the physical condition of the property and the cost incident to the transfer. A Maximum of 10% will be assessed to property directly picked-up by the donee from the holding agency. The maximum dollar charge for any single item will be \$500.00. In addition to the \$500.00 service charge for any single item, the State Agency may collect direct expenses for labor in removing installed equipment, packing and crating, loading, transporting and delivery of property to donee. The cost will be itemized on the distribution document.
- c. Service charge funds remitted by donees, including those accumulated prior to October 17, 1977, will be used for the operation of the State Agency and the benefits of the participating donees and for no other use or purpose. All service charge fund will be used only to cover the direct and indirect cost of the State Agency operation and subject to the State Law to improve or acquire office and warehouse facilities.

Service charge fund may be used to purchase necessary equipment, supplies, and to repair and rehabilitate equipment and to purchase replacement parts.

PART VI. Terms and Conditions on Donable Property.

- a. 1. The State Agency will require each eligible donee to file with the State Agency, an application for eligibility and a certification and agreement forms outlining the certifications and agreements, and the terms, conditions, reservations and restrictions governing the Federal Surplus Personal Property Donation Program. Each forms must be signed by the Chief Executive Officer of the donee agreeing to the requirements prior to the donations of any Surplus Property. The certifications and agreements, and the terms, and conditions, reservations, and restrictions, is printed on the reverse side of each invoice and issue document (Exhibits 5,6 and 7).
2. The following are the period of restrictions for all items of property with a unit acquisition cost of \$3,000 or more, and all passenger motor vehicles.
 - a. All passenger motor vehicles - 30 months from date property is placed in use.
 - b. Items with a unit acquisition cost of \$3,000 or more - 30 months from the date the property is placed in use.

- c. Aircraft non-combat type and vessels 50 feet or more in length with a unit acquisition cost of \$3,000 or more - 60 months from date property is placed in use. Such property shall be subject to the requirement of the Conditional Transfer Document Exhibit 8 and 9.
 - d. Aircraft combat type - restricted in perpetuity. Donation of combat type aircraft shall be subject to the requirement of a Conditional Transfer Document Exhibit 10.
- 3. The State Agency may reduce the period of restriction on items of property falling within the provision of Part 6, a(2) (a) (b) and (c) at the time of donation but not less than 18 months from the date the property is placed in use, for good and sufficient reasons, such as the condition of the property, or the proposed use such as secondary, cannibalization, etc.
- 4. The State Agency, at its discretion, and when considered appropriated will impose such terms and conditions, reservations and restrictions as it deems reasonable, on the use of donable property other than items with a unit acquisition cost of \$3,000 or more, and passenger motor vehicles, as follows:
 - a. A donee, when acquiring donable surplus property
 - (1). Certifies among other things, that such

property is usable and necessary for either educational, public health, one or more public purposes, that it is required for its own use to fill existing need for one of such purposes and is not being acquired for any other use.

(2). That the property will not be used outside the State or sale.

(3). That the property will be used for the purpose it was acquired and for no other purposes within one year from date acquired.

b. (1). The State Agency may amend, modify or grant release of any terms, condition, reservation, it has imposed on donated items of personal property in accordance with the standards set forth on exhibit 11, provided that the conditions pertinent to each situation have been affirmatively demonstrated to the prior satisfaction of the State Agency and have been made a matter of public record.

(2). The State Agency will impose on the donation of any surplus property, regardless of unit acquisition cost, such conditions involving special handling or use limitation as the General Services Administration may determine necessary because

of the characteristics of the property and on the following conditions:

a. Request for allocation of drugs, biological and reagents will be process by the State Agency only after requesting eligible donee official certify in writing to the State Agency that:

- (1). It is licensed and authorized to administer and dispense the items.
 - (2). Adequate facilities are available to effect full accountability and storage of the items in accordance with Federal and State statutes governing the item.
 - (3). The facilities is adequate for the protection against theft, pilferage and vandalism.
 - (4). The item will be administered and dispensed under competent supervision.
 - (5). Records on the distribution and use of the item will be maintained for report or inspection as may be requested by Federal and State officials.
- (3). The State Agency will impose on all donees the statutory requirement that all items donated must be placed in use within one year of

donation and be used for one year after being placed in use or otherwise returned the property to the State Agency, while the property is still usable or otherwise handled in accordance with the provision of Part 4 of this plan.

PART VII. Non-utilized Donable Property

- a. 1. Donable property in the possession of the State Agency which cannot be utilized by eligible donee within 18 months from date of allocation will be reported to General Services Administration for disposal authorization in accordance with FPMR 101-44.205. In accordance with the regulation, the State Agency shall:
 - (a). Transfer the property to another State Agency or Federal Agency
 - (b). Sell the property by public sale or
 - (c). Abandon or destroy the property
2. In the event that the disposal is by transfer to another agency or through Public sale, the State Agency may seek reimbursement as authorized in accordance with FPMR 101-44.205.

PART VIII. Fair and Equitable Distribution

1. The State Agency will make fair and equitable distribution of donable property to all eligible donees in the Territory of

Guam consistent with:

a. Relative needs

Distribution will be pro-rated among eligible donees based on the recipients who show a dire need for property.

b. Relative Resources

Adequate program size, financial and personnel resources of donee to properly account for, maintain and protect property acquired for use.

c. Ability to utilize property

Property must be utilized in the donee's program to the fullest extent possible for the purpose which it is acquired for.

2. To ascertain the authenticity of 1. a, b, and c above, the following standards will be used to establish relative needs, resources and the ability of each donee to utilize property.

a. Visits to Donees.

Agency personnel, through personal contact, become familiar with donee facilities and make themselves cognizant of donee operations and programs for the following purposes:

1. Review utilization of property donated..
2. Determine whether or not there is stockpiling of property.

3. Estimate future requirements of donable property.
4. Plan with donee officials for better and increased use of surplus property.

b. Circulation and Correspondence

1. The Agency mails to all eligible donees the first half of January and the first half of August each year a circular of information concerning the availability of property at the Agency Warehouse.
2. The Agency encourages frequent visits to the warehouse by donees, solicits want-list information from donees by mailing or handing out Want-List Cards (Exhibit 12) for execution and return during the first half of January and the first half of August each year.
3. The Agency suggest that donees send their maintenance personnel and, in the case of educational institutions, their vocational and all other instructors to the warehouse to inspect available property.

c. Review of Donee Records

1. Agency conducts a continuing review of donee files, checking all the files each quarter. The storage and distribution supervisor (Assistant Surplus Property Management Officer) reviews these files the first working day of each quarter to ascertain that property is being given fair and equitable distribution and quantities

issued are reasonable in relation to size of donee.

2. The Agency checks for excessive donations of such items as typewriters, vehicles, etc. in relation to size and needs of program and for donations of property apparently incompatible with the type of program. This is documented by initialing and dating the folder of the files reviewed.
3. The Agency confers, telephones and solicites those donees who fail to use the program to its fullest advantage in attempt to get them to use the program more fully.

d. Development and Maintenance of Current need Information

1. Filling needs of state donees

- a. Scope of Program - Through personal contact, Agency personnel become familiar with donee facilities and made themselves cognizant of present and future needs and plans for better and increased use of surplus property.
- b. Type of Items - The Agency keeps a file by item description of property needed by donees. This file consists of "Want-List" Cards (Exhibit 12) which are date-stamped when received from the donee and filed by noun-nomenclature.
- c. Order of Preference - After due consideration of donee's need and proposed use of the property if it is determine that competing request are equal in accordance with these standards, order

issued are reasonable in relation to size of donee.

2. The Agency checks for excessive donations of such items as typewriters, vehicles, etc. in relation to size and needs of program and for donations of property apparently incompatible with the type of program. This is documented by initialing and dating the folder of the files reviewed.
3. The Agency confers, telephones and solicites those donees who fail to use the program to its fullest advantage in attempt to get them to use the program more fully.

d. Development and Maintenance of Current need Information

1. Filling needs of state donees
 - a. Scope of Program - Through personal contact, Agency personnel become familiar with donee facilities and made themselves cognizant of present and future needs and plans for better and increased use of surplus property.
 - b. Type of Items - The Agency keeps a file by item description of property needed by donees. This file consists of "Want-List" Cards (Exhibit 12) which are date-stamped when received from the donee and filed by noun-nomenclature.
 - c. Order of Preference - After due consideration of donee's need and proposed use of the property if it is determine that competing request are equal in accordance with these standards, order

of preference is given to the oldest dated card and immediate notification is made to that donee when property is available. The donee is given ten calendar days to reply. If there is no acceptance or rejection in ten calendar days, the next oldest donee on Want-List is considered and notified.

2. Fulfilling Needs - Request for property are reviewed and initialed by the Assistant Surplus Property Management Officer (Storage and Distribution) and Screener (Assistant Surplus Property Management Officer), and then filed. Property is listed as found to meet needs.

The State Agency will recommend to General Services Administration the certification of donee screeners as are qualified and needed in accordance with FPMR 101-44.116. The State agency will insofar as practical, economical, and considering equitable distribution among its donees, select that property requested by donees and the agency will arrange for direct pickup or shipment of the property to the donee if requested to do so.

Donees which suffer or experience a local disaster or loss of property due to fire, typhoon, flood, etc., will be given a temporary priority for all items of

property requested. The State agency will endeavor to locate and distribute needed property.

Where competing request for property are received, the State agency will evaluate the donee based on the criteria set forth on d. 1. a and d. 1. b above.

PART IX. Eligibility

The State agency will endeavor to contact all potential donees in the Territory through letters, telephone calls, meetings, news releases, and other informational bulletins, to discuss and instruct the procedure to follow in establishing their eligibility to participate in the Surplus Property Program.

In determining the eligibility of a potential donee, the State agency will use the standards and guidelines set forth on FPMR 101-44.207 and require the following forms to be completed by the applicant and file with the State agency.

1. Application for eligibility Exhibits 13, 14, and 15.
2. Certification and agreement for participation in the personal property program Exhibit 16.
3. Resolution of the Governing Board or written authorization signed by the Department or Agency Head designating one or more representatives to act for the application, obligate necessary funds and execute issues and/or transactions (Exhibit 17).
4. Assurance of compliance indicating acceptance of Civil Rights

Act and non-discrimination on the basis of sex or handicapped in accordance with GSA regulation and requirements (Exhibit 18).

5. Details and scope of their program including their different activities and functions.
6. Listing as to the type and kinds of equipment, vehicles, machines and other items they need.
7. Financial information to help in the evaluation of their needs and resources.
8. Proof of their tax-exemption under Section 501 of the Internal Revenue Code of 1954.
9. Proof that the applicant is approved, accredited or licensed in accordance with FPMR 101-44.207.
10. All approved application will be up-dated every three (3) years.
11. Compliance and utilization. All items having an acquisition cost of \$3,000 or more and passenger motor vehicles will be issued and invoiced separately from items with an acquisition cost of less than \$3,000, and typed on the face of the invoice a statement advising the donee that this item must be placed in use within one year and used for a period of 30 months thereafter.

All passenger motor vehicles, and any other motor vehicle requiring licensing by local statutes will be licensed, with the State agency shown as lien holder. When the vehicles has been used in accordance with instructions, and 30 months of use

have expired, the State agency will release the title to the donee.

The State agency will conduct a utilization review of all items issued with an acquisition cost of \$3,000 or more, and all passenger motor vehicles, to ascertain that these items are being utilized in accordance with the purposes for which acquired and at the same time review all other items issued to make certain that the property are being used as intended.

Also, during the utilization review, the State agency will insure that the donee is complying with any special handling conditions or use limitations imposed on items of property by GSA in accordance with FPMR 101-44.108. The review will also include a survey of donee compliance with statutory requirements that all items of property acquired by the donee be placed into use within one year of acquisition and used for one year thereafter. Written report will be made whenever there is indication of misuse, noncompliance, or alleged fraud. Proper steps will be taken to correct the discrepancy, including a report to the F. B. I. when appropriate. GSA will be notified of cases including misuse, noncompliance, or alleged fraud. The State agency will take necessary actions to prosecute cases of fraud or misuse and will assist GSA and other Federal and State officials in investigating such cases.

12. Consultation with advisory bodies and private groups. An Advisory board will be established representing both public and non-profit donee institutions and organizations. Included will be the following activities:

(i) State - Department of Public Works

Department of Public Health & Social Services

Department of Education

(ii) Local - Village Commissioners

(iii) Non-Profit -

Educational Institution

Health Institution

The board will meet at least once every quarter of the year and membership may from time to time be expanded to meet the interest of eligible activities in the Territory. The regular publication of the board members will be used to report on the donation program to the group concerned, and the board will solicit expression of needs and interest from eligible donees so that GSA may be advised of such requirement.

The State agency will actively seek out opportunities to contact and to speak at meetings of public and private groups representing donee activities to explain the program, encourage participation and to obtain expression of need and interest for surplus property.

PART X. AUDIT

An internal audit of the State agency will be conducted by the Government of Guam Internal Audit Division at least once a year.

A fiscal audit by the Territorial Auditor's office will be conducted every year in accordance with normal audit procedures for a public agency.

A performance review (external audit) will be conducted by the legislative external audit every year. The fiscal audit and performance review will cover the conformance of the State agency with the State Plan of Operation and the requirements of 41 CFR 101-44. Copies of all audit will be made available to GSA, with a full report of corrective actions taken with respect to any exception or violations.

GSA representative may review the State agency operations periodically, and may for appropriate reasons, conduct its own audit of the State agency following due notice to the Governor of the reason for such audit.

Financial records and all other books and records of the State agency shall be made available to all authorized activities.

PART XI. Cooperative Agreement

By statutory authority (Section 6205 Government Code of Guam), the Territory of Guam, State Agency for Surplus Property, is authorized to enter into cooperative agreements through and by the Director of Administration, and therefor, it is the desire of the State agency to continue, renew or enter into such agreements authorized under Section 203(n) of the act.

PART XII. Liquidation

If and when a determination is made by the State official to liquidate the State agency, advance notice will be given to GSA in accordance with the requirements of FPMR 101-44.202(c) (14), with the reason for liquidation; schedule of time to effect closure; and report to GSA of the property on hand for retransfer, destruction or sale. Physical assets will be converted to cash, and all cash assets will be returned to the participating donees. Records and accounting information will be retained for two years after closure.

PART XIII Records

Copies of SF-123 allocations, warehouse issue sheets, invoice documents, log books and all other official records of the State agency will be maintained for no less than three years. Document concerning items subject to restriction will be maintained one year beyond the expiration of the restriction period. Whenever property is in compliance status, records will be maintained for one year after the case is closed.

APPL'N #: _____

GSA #: _____

DESCRIPTION: _____

QUANTITY REC'D: _____

DATE REC'D: _____

ACQ. COST: _____

S&H COST: _____

CONDITION: _____

LOCATION: _____

Property Tag

Exhibit 1

Exhibit 2

23

AS OF _____, 19____

Location: TERRITORY OF GUAM - STATE AGENCY FOR SURPLUS PROPERTY
Street: DEPARTMENT OF ADMINISTRATION
City: GOVERNMENT OF GUAM
POST OFFICE BOX 884
AGANA, GUAM 96910

[illegible]

INVENTORY ADJUSTMENT VOUCHER

No. _____

Date _____

Item Description _____

SASP No. _____

GSA No. _____

Location _____ Unit A/C _____ S/N _____

Physical Inventory Count _____ By _____ Card Balance _____

Initial

Over _____ Short _____

Explanation _____

Adjustment Approved By _____ Date _____

Surplus Property Management Officer

Adjustment Posted to Inventory Record Card _____ Date _____

Initial

ISSUE DOCUMENT

Exhibit 5

DONEE	<input type="checkbox"/> CHECK THE APPROPRIATE BLOCK <input type="checkbox"/> HEALTH) Non-Profit <input type="checkbox"/> EDUCATIONAL) Tax-Exempt <input type="checkbox"/> PUBLIC PURPOSES		FILLED BY	DATE					
ADDRESS			PHONE FOR PICKUP	DATE					
PHONE			TAKEN BY	DATE					
PURCHASE ORDER NO.	<input type="checkbox"/> CONSERVATION <input type="checkbox"/> EDUCATION <input type="checkbox"/> PUBLIC HEALTH <input type="checkbox"/> OTHER PURPOSES <input type="checkbox"/> ECONOMIC DEVELOPMENT <input type="checkbox"/> PARKS & RECREATION <input type="checkbox"/> PUBLIC SAFETY								
Appln. No.	GSA No.	Description	Location	Qty. Req.	Qty. Issue	Ut. Acq. Cost	Total Acq. Cost	Unit S&H Cost	Total S&H Cost
The undersigned certifies that he or she is an authorized representative of the above named donee institution and is authorized to pick up property for the institution; agrees to the terms and conditions governing the transfer of property as shown on the reverse side of this document.						TOTAL		TOTAL	
AUTHORIZED DONEE REPRESENTATIVE			TITLE	DATE					

DONEE		CHECK THE APPROPRIATE BLOCK(s) <input type="checkbox"/> HEALTH) Non-Profit <input type="checkbox"/> EDUCATIONAL) Tax-exempt <input type="checkbox"/> PUBLIC PURPOSES		ORDERED BY _____ DATE _____						Exhibit
ADDRESS				ISSUED BY _____ DATE _____						
PHONE				TAKEN BY _____ DATE _____						
PURCHASE ORDER NO.				BILLING DATE _____						
		<input type="checkbox"/> CONSERVATION <input type="checkbox"/> EDUCATION <input type="checkbox"/> PUBLIC HEALTH <input type="checkbox"/> OTHER PURPOSES <input type="checkbox"/> ECONOMIC DEVELOPMENT <input type="checkbox"/> PARKS & RECREATION <input type="checkbox"/> PUBLIC SAFETY								
Alt. No.	GSA No.	Description	Location	Qty. Req.	Qty. Iss.	Unit Acq. Ct.	Total Acq. Ct.	Unit S&H Ct.	Total S&H Ct.	
The property listed hereon has a unit acquisition cost of \$3,000 or more and therefore, must be placed in use for a period of 30 months from date of acquisition. Donee agrees to the terms and conditions governing the transfer of property as shown on the reverse side of this document				I certify that this invoice is true and correct and that payment thereon has not been received. _____ Surplus Property Mgmt. Officer			TOTAL	PAY THIS AMOUNT		

STATE AGENCY FOR SURPLUS PROPERTY
Department of Administration
Government of Guam
P.O.Box 884, Agana, Guam 96910

INVOICE NO.
LESS THAN \$3,000

NEE		<input type="checkbox"/> CHECK THE APPROPRIATE BLOCK(s) <input type="checkbox"/> HEALTH) Non-Profit <input type="checkbox"/> EDUCATIONAL) Tax-exempt <input type="checkbox"/> PUBLIC PURPOSES	ORDERED BY	DATE	
DRESS			ISSUED BY	DATE	
			TAKEN BY	DATE	
			BILLING DATE		
ONE	PURCHASE ORDER NO.	<input type="checkbox"/> CONSERVATION <input type="checkbox"/> ECONOMIC DEVELOPMENT	<input type="checkbox"/> EDUCATION <input type="checkbox"/> PARKS & RECREATION	<input type="checkbox"/> PUBLIC HEALTH <input type="checkbox"/> PUBLIC SAFETY	<input type="checkbox"/> OTHER PURPOSES

pl No.	GSA No.	Description	Location	Qty. Req.	Qty. Iss.	Unit Acq. Ct.	Total Acq. Ct.	Unit S & H Ct.	Total S & H Cost
									23

nee agrees to the terms and conditions governing the transfer of property as shown on the reverse side of this document.	I certify that this invoice is true and correct and that payment thereon has not been received.	TOTAL	PAY THIS AMOUNT
Surplus Property Mgmt. Officer			

NON-COMBAT-TYPE AIRCRAFT CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America acting by and through the State of _____, State Agency for Surplus Property (hereinafter called the Donor) pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended for and in consideration of and in reliance upon the representations of _____ whose address is _____ (hereinafter called the Donee) that the Property hereinafter described is required in the furtherance of the Donee's program and that such property will be used solely in connection with such programs and more specifically for all the following purpose:

in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated _____, as amended _____, which Expression of Interest is hereby incorporated herein and made a part hereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all of its rights, title, and interest in and to the following described noncombat-type aircraft, aircraft engines, and propellers,

together with all engines, appurtenances, and accessories attached hereto or installed therein, (all of which are hereinafter referred to as the Property), which has been determined to have a fair value of \$ _____, unto the Donee to have and to hold the Property, all singular forever, this donation being made on an "as is," "where is" basis without warranty of any kind, and delivery made at the present location of the Property regardless of where the same may be situated or the condition thereof; Subject, However, to the following conditions:

1. The Donee agrees to apply to the Federal Aviation Administration for registration of the Property which is intended for flight purposes within 30 days of the receipt of a fully executed copy of this instrument. The Donee's application for registration shall include a fully executed copy of this instrument.
2. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof, and used for a 12 month period thereafter.
3. In the event the Donee does not apply to the Federal Aviation Administration for registration of the Property which is intended for flight operations (or other uses unless registration is waived by the Donor) or in the event the

aircraft Property is not placed in use within 12 months of receipt, and used for a 12 month period thereafter, the Donee, within 30 days after the Property has ceased to be used, provide notice thereof, in writing to the Donor, and at the Donee's expense, return such Property to the Donor, or otherwise make the Property available for transfer, provided the property is still usable as determined by the Donor, or otherwise dispose of the Property as the Donor may direct.

4. In the event the Property is not so used or handled as required by (1), (2), and (3) above, title and right to the possession of the Property shall at the option of the Donor revert to the United States of America. Upon demand the Donee shall, as directed by the Donor, or its designee, release the Property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States of America.

5. There shall be a further period of restriction beginning on the date the Property has been used for the period prescribed in (2) above. This period will expire after the Property has been used for the purpose stated for a period of 48 months.

6. During the period of restriction prescribed in (5) above, the Property shall be used only for the purpose stated.

7. During the periods of restriction prescribed (2) and (5) above, the Donee shall make reports to the Donor on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by such Donor.

8. At the expiration of the period of restriction, prescribed in (5) above, a release document shall be executed by the Donor and be forwarded to the Donee.

9. During the periods of restriction prescribed in (2) and (5) above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the State, without the prior written approval of the Donor under (2), or under (5) above. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the Property during the period of restriction set forth in (2) above, when such action is authorized by the Donor shall be for the benefit and account of the United States of America, or for the benefit and account of the State of _____ during the period of restriction set forth in (5) above.

10. In the event, during the periods of restriction prescribed in (2) and (5) above, the Property is sold, traded, leased, loaned, bailed, encumbered, otherwise disposed of without prior written approval, the Donee, at the option of the Donor shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by the Donor.

11. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (2) and (5) above, the Property is no longer suitable, usable, or further needed by the Donee for the purpose for which acquired, the Donee shall promptly notify the Donor and shall as directed by the Donor:

- (a) Release the Property to another donee or State agency; or
- (b) Release the Property to a Department or Agency of the United States; or
- (c) Release the Property to such other institution or agency as may be determined to have need therefor; or
- (d) Sell the Property with the proceeds remitted promptly from the Donee to the Donor; or
- (e) Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to the Donor and the material content to be disposed of in accordance with instructions of the Donor; or
- (f) Otherwise dispose of the Property.

12. At the option of the Donor, the Donee may obtain abrogation of the terms and conditions set forth in (5) through (11) above by payment of an amount determined by the Donor.

13. The Donor, may waive any, or may terminate all of the terms and conditions set forth in (5) through (11) above, and give unrestricted title to the Property in favor of the Donee whenever such action is determined to be appropriate.

IN WITNESS WHEREOF, the Donor has duly executed this instrument this _____ day of _____, 19____.

United States of America Acting by
and through the _____
State Agency for Surplus Property

By _____

Title _____

DONEE:

By _____

Title _____

Institution or Organization

CITY of _____)
COUNTY of _____)
STATE of _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the _____ State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the State of _____.

Given under my hand and official seal the day and year above written.

Notary Public in and for the
City of _____
County of _____
State of _____

(S E A L)

My Commission Expires: _____

CITY of _____)
COUNTY of _____)
STATE of _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument on behalf of said _____, and acknowledges to me that he was duly authorized to execute the foregoing instrument and that he

executed the same as a free act and deed of said _____

Given under my hand and official seal the day and year above written.

Notary Public in and for the
City of _____
County of _____
State of _____

(S E A L)

My Commission Expires: _____

VESSEL CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America acting by and through the State of _____, State Agency for Surplus Property (hereinafter called the Donor) pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended for and in consideration of and in reliance upon the representations of _____ whose address is _____ (hereinafter called the Donee) that the Property hereinafter described is required in the furtherance of the Donee's program and that such property will be used solely in connection with such programs and more specifically for all the following purpose;

in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated _____, as amended _____, which expression of interest is hereby incorporated herein and made a part hereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all rights, title, and interest in and to the following described vessel:

together with all engines, appurtenances, and accessories attached thereto or installed therein (all of which are hereinafter referred to as the Property), which has been determined to have a fair value of \$ _____, unto the Donee to have and to hold the said Property, all and singular forever, this donation being made on an "as is," "where is" basis without warranty of any kind and delivery is made at the present location of the Property regardless of where the same may be situated or the condition thereof:

SUBJECT, HOWEVER, to the following conditions:

1. The Donee agrees to obtain documentation of the vessel under the applicable laws of the United States and regulations promulgated thereunder and the applicable laws of the several States governing the documentation of said Property and at all times to maintain such documentation. Upon written request and sufficient evidence to justify such action, the Donor, may waive the requirement for documentation in the case of donated vessels which are to be permanently moored on land and never to be used again on the waterways.
2. The Donee agrees to record this Vessel Conditional Transfer Document with the Coast Guard Documentation Officer at the port of documentation of the Property within sixty days after the receipt of the fully executed Vessel Conditional Transfer Document. If documentation is waived under (1) above, the requirement for registration may also be waived.

3. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof and used for a 12-month period thereafter.

4. In the event the Donee does not record this Vessel Conditional transfer Document with the Coast Guard Documentation Officer at the port of documentation of the Property within 60 days after the date of receipt of the fully executed Vessel Conditional Transfer Document, or in the event the Property is not placed in use within 12 months of receipt and used for a 12-month period thereafter, the Donee shall within 30 days after the date on which the instrument should have been recorded, or within 30 days after the Property has ceased to be used, provide notice thereof, in writing to the Donor, and at the Donee's expense, return such Property to the Donor, or otherwise make the Property available for transfer, provided the property is still usable as determined by the Donor or otherwise dispose of the Property as the Donor may direct.

5. In the event the Property is not so used or handled as required by (1), (2), (3), and (4), above, title and right to the possession of the Property shall at the option of the Donor, revert to the United States of America. Upon demand the Donee shall, as directed by the Donor, or its designee, release the Property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States of America.

6. There shall be a further period of restriction beginning on the date the Property has been used for the period prescribed in (3) above. This period will expire after the Property has been used for the purpose stated for a period of 48 months.

7. During the period of restriction prescribed in (6) above, the Property shall be used only for the purpose stated above.

8. During the periods of restriction prescribed in (3) and (6) above, the Donee shall make reports to the Donor on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by such Donor.

9. During the periods of restriction prescribed in (3) and (6) above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the State, without the prior written approval of the Donor under (3), or (4) above. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the Property, during the period of restriction set forth in (3) above when such action is authorized by the Donor shall be for the account of the United States of America, or for the benefit and account of the State of _____ during the period of restriction set forth in (6) above.

10. In the event during the periods of restriction prescribed in (3) and

(6) above, the Property is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of without prior written approval, or is used for a purpose other than the purposes stated, the Donee, at the option of the Donor, shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by the Donor.

11. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (3) and (6) above, the Property is no longer suitable, usable, or required by the Donee for the purpose for which acquired, the Donee shall promptly notify the Donor, and shall, as directed by the Donor, return the Property to the Donor, retransfer the Property to another Donee or another State agency, or to a Department or Agency of the United States, sell the Property, or otherwise dispose of the Property as directed.

12. At the option of the Donor, the Donee may obtain abrogation of the terms and conditions set forth in (6) through (11) above by payment of an amount determined by the Donor.

13. The Donor, may waive any, or may terminate all of the terms and conditions set forth in (6) through (11) above, and give unrestricted title to the Property in favor of the Donee whenever such action is determined to be appropriate.

IN WITNESS WHEREOF, the Donor and Donee have duly executed this instrument this _____ day of _____, 19____.

United States of America, Acting
by and through the _____
State Agency for Surplus Property.

By _____

Title _____

DONEE:

By _____

Title _____

Institution or Organization

CITY of _____)
 COUNTY of _____)
 STATE of _____)

On this _____ day of _____, 19_____, before me appeared _____, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the _____ State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the State of _____.

Given under my hand and official seal the day and year above written.

 Notary Public in and for the
 City of _____
 County of _____
 State of _____

(S E A L)

My Commission Expires: _____

CITY of _____)
 COUNTY of _____)
 STATE of _____)

On this _____ day of _____, 19_____, before me appeared _____, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument on behalf of said _____, and acknowledges to me that he was duly authorized to execute the foregoing instrument and that he executed the same as a free act and deed of said _____.

Given under my hand and official seal the day and year above written.

 Notary Public in and for the
 City of _____
 County of _____
 State of _____

(S E A L)

My Commission Expires: _____

COMBAT-TYPE AIRCRAFT CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America acting by and through the State of _____, State Agency for Surplus Property (hereinafter called the Donor) pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended for and in consideration of and in reliance upon the representations of _____ whose address is _____ (hereinafter called the Donee) that the Property hereinafter described is required in the furtherance of the Donee's program and that such property will be used solely in connection with such programs and more specifically for all the following purpose:

in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated _____, as amended _____, which Expression of Interest is hereby incorporated herein and made a part hereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all rights, title, and interest in and to the following described combat-type aircraft, aircraft engines, and propellers,

together with all engines, appurtenances, and accessories attached thereto or installed therein, (all of which are hereinafter referred to as the Property), which has been determined to have a fair value of \$ _____, unto the Donee to have and to hold the Property, all singular forever, this donation being made on an "as is," "where is" basis without warranty of any kind, and delivery made at the present location of the Property regardless of where the same may be situated or the condition thereof; Subject, However, to the following conditions:

1. The Donee agrees to apply to the Federal Aviation Administration for registration of the Property which is intended for flight purposes within 30 days of the receipt of a fully executed copy of this instrument. The Donee's application for registration shall include a fully executed copy of this instrument.
2. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof and shall be used thereafter in perpetuity.
3. In the event the Donee does not apply to the Federal Aviation Administration for registration of the Property which is intended for flight operations, (or other uses unless registration is waived by the Donor) or in the event the aircraft Property is not placed in use within 12 months of receipt and used thereafter in perpetuity, the Donee, within 30 days after the Property has ceased to be used, provide notice thereof, in writing to the Donor, or otherwise make the Property availa-

able for transfer, provided the Property is still usable as determined by the Donor, or otherwise dispose of the Property as the Donor may direct.

4. In the event the Property is not so used or handled as required by (1), (2), and (3) above, title and right to the possession of the Property shall at the option of the Donor revert to the United States of America. Upon demand the Donee shall, as directed by the Donor, or its designee, release the property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States of America.

5. The Donee shall make reports to the Donor on the use, condition and location of the Property and on other pertinent matters as may be required from time to time by the Donor.

6. The Donee shall not sell, trade, lease, lend, bail, encumber, cannibalize or dismantle for parts, or otherwise dispose of the aircraft Property or any parts thereof, without prior written approval of the Donor. Any sale, trade, lease, loan, bailment, encumbrance, cannibalization or other disposal of the Property when such action is authorized in writing, by the Donor shall be for the benefit and account of the United States of America.

7. In the event the aircraft Property is no longer suitable, usable, or further needed by the Donee for the purpose for which acquired, the Donee shall promptly notify the Donor and shall as directed by the Donor;

- (a) Release the Property to another donee or State agency; or
- (b) Release the Property to a Department or Agency of the United States; or
- (c) Release the Property to such other institution or agency as may be determined to have need therefor; or
- (d) Sell the Property for the benefit and account of the United States of America; or
- (e) Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to the Donor and the material content to be disposed of in accordance with instructions of the Donor as appropriate, or their designee; or
- (f) Otherwise dispose of the aircraft Property.

8. In the event the aircraft Property is disposed of without prior written approval, or is used for a purpose other than the purpose stated, the

Donee, at the option of the Donor shall be liable to the United States of America for the proceeds of the disposal, the fair market value, or the fair rental value of the aircraft Property at the time of such unauthorized transaction or use, as determined by the Donor.

9. In the event of a breach by the Donee, or its successor in function, of any of the above conditions, whether caused by the legal inability of the said Donee or its successor in function, interest in and to the said aircraft Property shall, at the option of the Donor forthwith revert to and become the property of the United States of America, and the Donee, or its successors or assigns, shall forfeit all of its or their rights, title and interest in and to the said aircraft Property.

10. The Donor may terminate such of the above conditions as it determines to be appropriate.

IN WITNESS WHEREOF, the Donor has duly executed this instrument this _____ day of _____, 19_____.

United States of America Acting by
and through the _____
State Agency for Surplus Property

By _____

Title _____

DONEE:

By _____

Title _____

Institution or Organization

CITY of _____)
COUNTY of _____)
STATE of _____)

On this _____ day of _____, 19_____, before me appeared _____, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument on and that such instrument was executed under duly delegated authority on behalf of the _____ State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the State of _____.

Given under my hand and official seal the day and year above written.

Notary Public in and for the
City of _____
County of _____
State of _____

(S E A L)

My Commission Expires: _____

CITY of _____)
COUNTY of _____)
STATE of _____)

On this _____ day of _____, 19_____, before me appeared _____
_____, to me personally known, who, being by me
duly sworn, says that he is the person who executed the foregoing instrument
on behalf of said _____, and acknowledged to me that
he was duly authorized to execute the foregoing instrument and that he
executed the same as a free act and deed of said _____.

Given under my hand and official seal the day and year above written.

Notary Public in and for the
City of _____
County of _____
State of _____

(S E A L)

My Commission Expires: _____

STANDARDS FOR USE IN AMENDING OR GRANTING
RELEASE DURING THE PERIOD OF RESTRICTION FROM THE
TERMS, CONDITIONS, RESERVATIONS OR RESTRICTIONS IMPOSED
ON DONATED PROPERTY

In accordance with Part VI of the Plan of Operation, the State agency may amend or grant releases during the period of restriction from the terms, conditions, reservations or restrictions it has imposed on donated property; in accordance with the following standards provided that the conditions pertinent to each situation have been affirmatively demonstrated to the prior satisfaction of the State agency, and have been made a matter of record:

(1) Secondary utilization or cannibalization. Secondary utilization or cannibalization may be accomplished provided that:

(i) Disassembly of the item for use of its component parts for secondary use or repair and maintenance of a similar item has greater potential benefit than utilization of the item in its existing form;

(ii) Items approved for disassembly or cannibalization will remain under the period of restriction imposed by the transfer document pending completion of the proposed secondary use or cannibalization; and

(iii) A written report of such action is made by the donee to the State Agency, including a list of all components resulting from the secondary utilization or cannibalization which have a single item acquisition cost of \$3,000 or more. These components will remain under the restrictions imposed by the transfer document. Components with a single item acquisition cost of less than \$3,000 will be released from the restrictions imposed by the transfer document. However, these components will continue to be used or be otherwise disposed of in accordance with applicable law and regulations.

(2) Trade-in of an item on a similar replacement. An item of

donated personal property may be traded-in or used as whole or part payment for another like item of property provided:

(i) The item being traded in is not, when the request is made, in compliance status for violation of the terms, conditions, reservations or restrictions placed on it;

(ii) The item being traded in has been used by the donee for eligible purposes for at least 12 months from the date of being placed in use, and it has been demonstrated that the trade-in will result in increased utilization value to the donee;

(iii) The trade-in is on a one-for-one basis only, i.e., one donated item being traded for one like item having similar use potential,

(iv) The item being acquired has an estimated market value at least equal to the estimated market value of the item being traded in;

and (v) The item acquired is made subject to the period of restriction remaining on the item traded in.

(3) Abrogation. Except in cases involving the failure to use or the misuse of donated property, abrogation of restrictions imposed by the State agency in the transfer instrument may be authorized upon payment to the State agency of an amount representing the fair market value at the time of donation less a credit for the time the property was used for the purpose for which donated, during the period of restriction, and provided that the State agency determines that such action will not result in a windfall revenue to the donee, and provided further that the property has been used for at least 12 months from the date of being placed in use.

(4) Revision of the acquisition cost. The acquisition cost of an item may be revised provided that the request therefor is made in writing by the

donee, and it is determined by the State agency that the listed acquisition cost is unrealistic in view of its research and development costs, its incompleteness due to missing parts, or its generally deteriorated condition.

(5) Destruction and abandonment. A donated item of personal property may be destroyed or abandoned by a donee when it is determined that the item has no commercial value or the estimated cost of its continued care and handling would exceed the estimated proceeds from its sale.

The determination shall be based on a finding made in writing by the State agency and the State agency shall prescribe the means and methods whereby the property shall be destroyed or abandoned.

(6) Enforcement of compliance. The enforcement of the terms and conditions, reservations and restrictions imposed by the State agency of donated property, or the remedy of breaches of such terms and conditions, may be satisfied:

(i) When payment is made to the State agency of any and all fair rental values due and payable for any unauthorized use of donated property;

(ii) When payment is made to the State agency of either the fair market value or gross proceeds of sale, whichever is in the best interest of the State, for the unauthorized disposal or destruction of donated property; or

(iii) When donated property is recovered by the State agency. Custody accountability and distribution of such reverted property are the

responsibilities of the State agency.

(7) Reduction in the period of restriction. Provided an item of donated property is not in compliance status, a reduction in the period of restriction may be authorized when a revised standard covering the period of restriction is promulgated by the State agency.

(8) Limitation. These provisions are not applicable to:

(a) Donated military-type aircraft, or other items of property on which GSA has imposed special handling condition or use limitations.

(b) Property which was not placed in use for the purposes for which acquired within one year from the date the property was placed in use, and continue in use for one year from the date the property was placed in use, except with respect to secondary use or cannibalization as provided in FPMR 101-44.208(h).

WANT LIST CARD

Number _____
(To be assigned by State Warehouse)

REQUEST FORM

Please type or print.

Name of Institution

Date _____

Mailing Address

(Signature of person making request)

Item Description

Quantity Desired _____

Intended Use

(If other than primary purpose intended)

Intended Use

(If other than primary purpose intended)

Intended Use

(If other than primary purpose intended)

Intended Use

(If other than primary purpose intended)

Intended Use

(If other than primary purpose intended)

STATE WAREHOUSE USE ONLY

Date Offered _____

Reason Rejected _____

NOTE: LIST ONE MAJOR ITEM ONLY. Describe clearly, including any specific requirements, such as type, size, voltage, horsepower, etc.

EDUCATIONAL INSTITUTION
NONPROFIT TAX-EXEMPT

TERRITORY OF GUAM

APPLICATION FOR ELIGIBILITY - FEDERAL SURPLUS PROPERTY ASSISTANCE PROGRAM

Before preparing this application, please read carefully the definitions given under Part B.

Part A.

Type of Institution _____

Legal name of Institution _____

Address _____ City _____ Zip Code _____

Phone Number _____

1. Attached supplement to this application, giving a description of the applicant's program and operations, including curriculum, plant, qualifications, faculty or staff, and number of school days in your school year.
2. Give full-time enrollment _____
3. Is institution nonprofit and tax-exempt? _____
4. If so, enclose a photostatic or certified copy of the letter or certificate from the U. S. Internal Revenue Service evidencing tax-exemption of the institution or its parent organization under Section 501(c) (3) of the 1954 Internal Revenue Code, or enclose other evidence of the institution's tax-exempt status.
5. Is the institution approved? _____ or accredited? _____ or licensed? _____. If so, enclose evidence of such approval accreditation, or licensing.
 - a. If the applicant is a school, college or university, lacking evidence of formal approval or accreditation, the following type of information may be accepted in lieu thereof: a letter from a local or State Board of Education or similar authority stating that the institution meets the academic or instructional standards prescribed for public schools, colleges, or universities in the state or that students will be accepted for transfer to accredited or approved institutions at the same academic level; a minimum of three letters from accredited or approved institutions to the effect that students from the applicant institution have been and are accepted as if coming from an accredited or approved institution.
 - b. If the applicant is an educational radio or educational television station, enclose a copy of FCC license to operate exclusively for noncommercial educational purposes.
 - c. If the applicant is a school for the mentally retarded or a school for the physically handicapped, include a copy of certificate or other evidence that the facility meets the health and safety standards of the state or local governmental body. Give data on length of school day, week, and year; number of staff; qualifications of staff.

Date: _____ Signed _____

Title _____

FOR STATE AGENCY USE

Application approved _____ Application disapproved _____
Comments or additional information: _____

Date _____ Signed _____
Director _____

SASP Form No. 2 (5/76)

Exhibit 13

PART B DEFINITION - EDUCATIONAL INSTITUTION

(1) "Accredited" means approval by a recognized accrediting board or association on a regional, State, or national level, such as a State Board of Education or Health; the American Hospital Association; a regional or national accrediting association for universities, colleges, or secondary schools; or another recognized accrediting association.

(2) "Approved" means recognition and approval by the State department of education, State department of health, or other appropriate authority. With respect to an educational institution, approval must relate to academic or instructional standards. An educational institution may be considered as approved if its credits are accepted by accredited or State approved institutions, or if it meets the academic or instructional standards prescribed for public schools in the State.

(3) "Child care center" means a public or nonprofit facility where day care services such as educational, social, health, and nutritional services are provided to children through age 14 and which is approved or licensed by the State or other appropriate authority.

(4) "College" means an approved or accredited public or nonprofit institution of higher learning offering organized study courses and credits leading to a baccalaureate or higher degree.

(5) "Education" means a program or programs to develop and promote the training; general knowledge; or academic, technical, and vocational skills and cultural attainments of individuals in a community or other given political area. These programs may be conducted by schools, including preschool activities and child care centers, colleges, universities, schools for the mentally retarded or physically handicapped, educational radio and television stations, libraries, or museums. Public educational programs may include

public school systems and supporting facilities such as centralized administrative or service facilities.

(6) "Educational institution" means an approved, accredited or licensed public or nonprofit institution, facility, entity or organization conducting educational programs, including research for any such programs, such as a child care center, school, college, university, school for the mentally retarded, school for the physically handicapped, educational radio or television station, museum or library.

(7) "Educational radio station" means a radio station licensed by the Federal Communications Commission and operated exclusively for noncommercial educational purposes and which is public or nonprofit and tax-exempt under section 501 of the Internal Revenue Code of 1954.

(8) "Educational television station" means a television station licensed by the Federal Communications Commission and operated exclusively for noncommercial educational purposes and which is public or nonprofit and tax-exempt under section 501 of the Internal Revenue Code of 1954.

(9) "Library" means a public or nonprofit facility providing library services free to all residents of a community, district, State, or region.

(10) "Museum" means a public or nonprofit facility which is attended by the public free or at a nominal charge and which provides museum services including the preservation and exhibition of artistic, cultural, historical, or scientific objects.

(11) "Nonprofit institution" means an educational or public health institution or organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, and which has been held to be tax-exempt under the provisions of section 501 of the Internal Revenue Code of 1954.

(12) "School" (except schools for the mentally retarded and schools for the physically handicapped) means a public or nonprofit approved or accredited organizational entity devoted primarily to approved academic, vocational, or professional study and instruction, which operates primarily for educational purposes on a full-time basis for a minimum school year and employs a full-time staff of qualified instructors.

(13) "School for the mentally retarded" means a facility or institution operated primarily to provide specialized instruction to students of limited mental basis for the equivalent of a minimum school year prescribed for public school instruction of the mentally retarded, have a staff of qualified instructors, and demonstrate that the facility meets the health and safety standards of the State or local governmental body.

(14) "School for the physically handicapped" means a school organized primarily to provide specialized instruction to students whose physical handicaps necessitate individual or group instruction. The schools must be public or nonprofit and operate on a full-time basis for the equivalent of a minimum school year prescribed for public school instruction for the physically handicapped, have a staff of qualified instructors, and demonstrate that the facility meets the health and safety standards of the State or local governmental body.

(15) "University" means a public or nonprofit approved or accredited institution for instruction and study in the higher branches of learning and empowered to confer degrees in special departments or colleges.

PUBLIC HEALTH INSTITUTION
NONPROFIT TAX-EXEMPT

TERRITORY OF GUAM

APPLICATION FOR ELIGIBILITY - FEDERAL SURPLUS PROPERTY ASSISTANCE PROGRAM

Before preparing this application, please read carefully the definitions given under Part B.

Part A.

Type of institution _____

Legal name of institution _____

Address _____ City _____ Zip Code _____

Phone No. _____

1. Attach supplement to this application, giving a description of the applicant's program and operations, including curriculum, plant, and qualifications faculty or staff.
2. Is the institution nonprofit and tax-exempt? _____ If nonprofit and tax-exempt, enclose a photostatic or certified copy of the letter or certificate from the U. S. Internal Revenue Service evidencing tax-exemption of the institution or its parent organization under Section 501(c) (3) of the 1954 Internal Revenue Code, or enclose other evidence of the institution's tax-exempt status.
3. Are the institution's services available to the public at large? _____ If only a specified group of people are served, please indicate who comprise this group. _____
4. In some states there is no authority which can, as a legal or as a policy matter, approve hospitals, clinics, health centers, or medical institutions. In lieu thereof, the state may have licensing authority. In states where approving authority is absent but where licensing authority exists, licensing with respect to public health applicants will be accepted as evidence of approval, provided the licensing authority prescribes the medical requirements and standards for the professional and technical services of the institution.
5. a. Is the institution approved? _____ accredited? _____ or licensed? _____ If so, enclose evidence of such approval, accreditation, or licensing.
b. If evidence of approval, accreditation, or licensing is lacking:
 - (1) Enclose a letter from a city, county, state, or Federal health authority stating that it is approved by that authority.
AND
 - (2) Supplement this application with a description of the program conducted and the services offered, including (a) number of beds, (b) number of resident physicians, (c) number of registered nurses.

Date: _____ Signed _____

Title _____

FOR STATE AGENCY USE

Application approved _____ Application disapproved _____

Comments or additional information: _____

Date _____ Signed _____

Director

PART B DEFINITION. - HEALTH INSTITUTIONS

(1) "Accredited" means approval by a recognized accrediting board or association on a regional, State, or national level, such as a State Board of Education or Health; the American Hospital Association; a regional or national accrediting association for universities, colleges, or secondary schools; or another recognized accrediting association.

(2) "Approved" means recognition and approval by the State department of education, State department of health, or other appropriate authority. With respect to an educational institution, approval must relate to academic or instructional standards. An educational institution may be considered as approved if its credits are accepted by accredited or State approved institutions, or if it meets the academic or instructional standards prescribed for public schools in the State.

(3) "Child care center" means a public or nonprofit facility where day care services such as educational, social, health, and nutritional services are provided to children through age 14 and which is approved or licensed by the State or other appropriate authority.

(4) "Clinic" means an approved public or nonprofit facility organized and operated for the primary purpose of providing outpatient public health services and includes customary related services such as laboratories and treatment rooms.

(5) "Health center" means an approved public or nonprofit facility utilized by a health unit for the provision of public health services, including related facilities such as diagnostic and laboratory facilities and clinics.

(6) "Hospital: means an approved or accredited public or nonprofit institution providing public health services primarily for inpatient medical or surgical care of the sick and injured and includes related facilities such

as laboratories, outpatient departments, training facilities, and staff offices.

(7) "Medical institution" means an approved, accredited, licensed public or nonprofit institution, facility, entity, or organization which primary function is the furnishing of public health and medical services to the public at large or promoting public health through the conduct of research for any such purposes, experiments, training, or demonstration related to cause, prevention, and methods of diagnosis and treatment of diseases and injuries. The term includes but is not limited to hospitals, clinics, alcoholic and drug abuse treatment centers, public health or treatment centers, research and health centers, geriatric center laboratories, medical schools, dental schools, nursing schools, and similar institutions. The term does not include institutions primarily engaged in domiciliary care although a separate medical facility within such a domiciliary institution may qualify as a "medical institution."

(8) "Nonprofit institution" means an educational or public health institution or organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, and which has been held to be tax-exempt under the provisions of section 501 of the Internal Revenue Code of 1954.

(9) "Public health" means a program or programs to promote, maintain, and conserve the public's health by providing health services to individuals and by the conduct of research, investigations, examination, training, and demonstrations. Public health services may include, but are not limited to the control of communicable diseases, immunization, maternal and child health programs, sanitary engineering, sewage treatment and disposal, sanitation inspection and supervision, water purification and distribution, air pollution

control, garbage and trash disposal, and the control and elimination of disease-carrying animals and insects.

(10) "Public health institution" means an otherwise eligible public or nonprofit institution, facility, entity, or organization conducting a public health program or programs such as a hospital, clinic, health center, or medical institution, including research for any such program, and whose services are available to the public at large.

PUBLIC AGENCY
PUBLIC PURPOSES

TERRITORY OF GUAM

APPLICATION FOR ELIGIBILITY - FEDERAL SURPLUS PROPERTY ASSISTANCE PROGRAM

Before preparing this application, please read carefully the definitions given under Part B.

Part A.

Legal name of public agency _____

Address _____ City _____ Zip Code _____

Phone No. _____

1. Attached supplement to this application, giving a description of the applicant's program and operations including statutory authority creating such public agency.

Date _____ Signed _____

Title _____

FOR STATE AGENCY USE

Application approved _____ Application Disapproved _____

Comments or additional information _____

Date _____ Signed _____
SURPLUS PROPERTY MANAGEMENT OFFICER

PART B DEFINITION - PUBLIC PURPOSES

(1) "Public agency" means any State; political subdivision thereof, including any unit of local government or economic development district, or any department, agency, instrumentality thereof, including instrumentalities created by compact or other agreement between States or political subdivisions, multijurisdictional substate districts established by or pursuant to state law, or any indian tribe, band group, pueblo, or community located on a state reservation.

(2) "Accredited" means approval by a recognized accrediting board or association on a regional, State, or national level, such as a State Board of Education or Health; the American Hospital Association; a regional or national accrediting association for universities, colleges, or secondary schools; or another recognized accrediting association.

(3) "Approved" means recognition and approval by the State department of education, State department of health, or other appropriate authority. With respect to an educational institution, approval must relate to academic or instructional standards. An educational institution may be considered as approved if its credits are accepted by accredited or State approved institutions, or if it meets the academic or instructional standards prescribed for public schools in the State.

(4) "Child care Center" means a public or nonprofit facility where day care services such as educations, social, health, and nutritional services are provided to children through age 14 and which is approved or licensed by the State or other appropriate authority.

(5) "Clinic" means an approved public or nonprofit facility organized and operated for the primary purpose of providing outpatient public health services and includes customary related services such as laboratories and treatment rooms.

(6) "College" means an approved or accredited public or nonprofit institution of higher learning offering organized study courses and credits leading to a

baccalaureate or higher degree.

(7) "Conservation" means a program or programs carried out or promoted by a public agency for public purposes involving directly or indirectly the protection, maintenance, development, and restoration of the natural resources of a given political area. These resources include but are not limited to the air, land, forests, water, rivers, streams, lakes and ponds, minerals, and animals, fish, and other wildlife.

(8) "Economic development" means a program or programs carried out or promoted by a public agency for public purpose which involve directly or indirectly efforts to improve the opportunities of a given political area for the successful establishment or expansion of industrial, commercial, or agricultural plants or facilities and which otherwise assist in the creation of long term employment opportunities in the area or primarily benefit the unemployed or those with low incomes.

(9) "Education" means a program or programs to develop and promote the training; general knowledge; or academic, technical, and vocational skills and cultural attainments of individuals in a community or other given political area. These programs may be conducted by schools, including preschool activities and child care centers, colleges, universities, schools for the mentally retarded or physically handicapped, educational radio and television stations, libraries, or museums. Public educational programs may include public school systems and supporting facilities such as centralized administrative or service facilities.

(10) "Educational institution" means an approved, accredited or licensed public or nonprofit institution, facility, entity or organization conducting educational programs, including research for any such programs, such as a child care center, school, college, university, school for mentally retarded, school

for the physically handicapped, educational radio or television station, museum or library.

(11) "Educational radio station" means a radio station licensed by the Federal Communications Commission and operated exclusively for noncommercial educational purposes and which is public or nonprofit and tax-exempt under section 501 of the Internal Revenue Code of 1954.

(12) "Educational television station" means a television station licensed by the Federal Communications Commission and operated exclusively for non-commercial educational purposes and which is public or nonprofit and tax-exempt under section 501 of the Internal Revenue Code of 1954.

(13) "Health center" means an approved public or nonprofit facility utilized by a health unit for the provision of public health services, including related facilities such as diagnostic and laboratory facilities and clinics.

(14) "Hospital" means an approved or accredited public or nonprofit institution providing public health services primarily for inpatient medical or surgical care of the sick and injured and includes related facilities such as laboratories, outpatient departments, training facilities, and staff offices.

(15) "Library" means a public or nonprofit facility providing library services free to all residents of a community, district, State or region.

(16) "Medical institution" means an approved, accredited, or licensed public or nonprofit institution, facility, entity, or organization which primary function is the furnishing of public health and medical services to the public at large or promoting public health through the conduct of research for any such purposes, experiments, training, or demonstration related to cause, prevention, and methods of diagnosis and treatment of diseases and injuries. The term includes but is not limited to hospitals, clinics, alcoholic and drug abuse treatment centers, public health or treatment centers, research and health centers, geriatric

center laboratories, medical schools, dental schools, nursing schools, and similar institutions. The term does not include institutions primarily engaged in domiciliary care although a separate medical facility within such a domiciliary institution may qualify as a "medical institution."

(17) "Museum" means a public or nonprofit facility which is attended by the public free or at a nominal charge and which provides museum services including the preservation and exhibition of artistic, cultural, historical, or scientific objects.

(18) "Nonprofit institution" means an educational or public health institution or organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, and which has been held to be tax-exempt under the provisions of section 501 of the Internal Revenue Code of 1954.

(19) "Park and recreation" means a program or programs carried out or promoted by a public agency for public purposes which involve directly or indirectly the acquisition, development, improvement, maintenance, and protection of park and recreational facilities for the residents of a given political area. Such facilities include but are not limited to parks, playgrounds and athletic fields, swimming pools, golf courses, nature facilities, and nature trails.

(20) "Public health" means a program or programs to promote, maintain, and conserve the public's health by providing health services to individuals and by the conduct of research, investigations, examination, training, and demonstrations. Public health services may include, but are not limited to the control of communicable diseases, immunization, maternal and child health programs, sanitary engineering, sewage treatment and disposal, sanitation inspection and supervision, water purification and distribution, air pollution control, garbage and trash disposal, and the control and elimination of disease-carrying animals and insects.

(21) "Public health institution" means an approved, accredited or licensed public or nonprofit institution, facility, entity, or organization conducting a public health program or programs such as a hospital, clinic, health center or medical institution, including research for any such program, and whose services are available to the public at large.

(22) "Public safety" means a program or programs carried out or promoted by a public agency for public purposes involving, directly or indirectly, the protection, safety, law enforcement activities, and criminal justice system of a given political area. Public safety programs may include but are not limited to those carried out by public police departments, sherrifs' offices, the courts, penal and correctional institutions including juvenile facilities, State and civil defense organizations, and fire departments and rescue squads including volunteer fire departments and rescue squads supported in whole or in part with public funds.

(23) "Public purpose" means a program or programs carried out by a public agency which are legally authorized in accordance with the laws of the State or political subdivision thereof and for which public funds may be expended. Public purposes include but are not limited to programs such as conservation, economic development, education, parks and recreation, public health, and public safety.

(24) "School" (except schools for the mentally retarded and schools for the physically handicapped) means a public or nonprofit approved or accredited organizational entity devoted primarily to approved academic, vocational, or professional study and instruction, which operates primarily for educational purposes on a full-time basis for a minimum school year and employs a full-time

staff of qualified instructors.

(25) "School for the mentally retarded" means a facility or institution operated primarily to provide specialized instruction to students of limited mental capacity. It must be public or nonprofit and must operate on a full-time basis for the equivalent of a minimum school year prescribed for public school instruction of the mentally retarded, have a staff of qualified instructors, and demonstrate that the facility meets the health and safety standards of the State or local governmental body.

(26) "School for the physically handicapped" means a school organized primarily to provide specialized instruction to students whose physical handicaps necessitate individual or group instruction. The schools must be public or nonprofit and operate on a full-time basis for the equivalent of a minimum school year prescribed for public school instruction for the physically handicapped, have a staff of qualified instructors, and demonstrate that the facility meets the health and safety standards of the State or local governmental body.

(27) "University" means a public or nonprofit approved or accredited institution for instruction and study in the higher branches of learning and empowered to confer degrees in special departments or colleges.

CERTIFICATIONS AND AGREEMENTS (INCLUDING
TERMS, CONDITIONS, RESERVATIONS AND
RESTRICTIONS) TO BE INCLUDED ON THE STATE
AGENCY ISSUE OR DISTRIBUTION DOCUMENT

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.

(3) In the event the property is not so used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$3,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s)

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 30 months from the date the property is placed in use.

(3) In the event the property is not so used as required by (c)(1) and (2) and Federal restrictions (b)(1) and (2) have expired then title and right

to the possession of such property shall at the option of the State agency revert to the State of _____ and the donee shall release such property to such person as the State agency shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

(1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b) and (c) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) of the State agency under (c). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, without the prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal; as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall

promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the conditions set forth in (c) and the terms, reservations and restrictions pertinent thereto in (d) by payment of an amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "as is," "where is" basis, without warranty of any kind.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the State agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(f) ~~TERMS~~ AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$3,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

The donation shall be subject to the terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

(g) THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF UNDER \$3,000:

(1) The donee shall certify prior to the acquisition of donable property with a unit acquisition cost of under \$3,000.00 that:

- a. Such property is usable and needed for either educational, public health, or one or more public purposes.
- b. Such property is required for its own use to fill existing need for one of such purposes and is not being acquired for any other use.
- c. The property will not be used outside the Territory of Guam or for sale.
- d. The property will be used for the purpose(s) it was acquired and for no other purposes within one year from date acquired.
- e. The property will not be disposed of in any manner within one year from date acquired without prior approval of the State agency.

RESOLUTION OF GOVERNING BOARD

"RESOLVED that the certification and agreement for participation in the personal property program of the Territory of Guam State Agency for Surplus Property, Department of Administration, Government of Guam, shall be spread upon the minutes of this meeting and that _____

(Name of Representative)

_____, shall be and is hereby authorized
(Title of Representative)

as the representative of _____

(Full Legal Name of Applicant)

to obligate its funds and obtain the transfer to it from said State Agency for Surplus Property upon and subject to the terms and conditions set forth in said Form and in its name and on its behalf agree thereto."

"RESOLVED FURTHER that a certified copy of this resolution be given the Territory of Guam, State Agency for Surplus Property, Department of Administration, Government of Guam and that the same shall remain in full force and effect until written notice to the contrary is given said SASP."

I, _____, hereby certify that I am the
(Custodian of Records - Governing Board)
custodian of the official records of the _____

(Full Legal Name of Governing Board)

that the foregoing resolution is a true and correct copy of a resolution adopted by a majority of the members thereof present at a meeting of said board regularly'

called on the _____ day of _____, 19_____, at

which a quorum was present; and that _____

(Name of Representative)

is duly appointed and acting _____ of said organization.

Dated this _____ day of _____, 19_____

(Signature of Custodian of Records)

(Title)

(Signature of Representative)

Civil Rights Assurance

Assurance to be executed by authorized representative of donee activity prior to receiving donations of surplus personal property from the State Surplus Property Agency on and after October 17, 1977.

Assurance of Compliance with GSA
Regulations under Title VI of the
Civil Rights Act of 1964, Section
606 of Title VI of the Federal
Property and Administrative Services
Act of 1949, as amended, and
Section 504 of the Rehabilitation
Act of 1973, as amended.

_____, hereinafter called the "donee", hereby
(Name of Donee)
agrees that the program for or in connection with which any property is
donated to the donee will be conducted in compliance with, and the
donee will comply with and will require any other person (any legal
entity) who through contractual or other arrangements with the donee
is authorized to provide services or benefits under said program to
comply with, all requirements imposed by or pursuant to the regulations
of the General Services Administration (41 CFR 101-6.2) issued under
the provisions of Title VI of the Civil Rights Act of 1964, Section 606
of Title VI of the Federal Property and Administrative Services Act of
1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as
amended to the end that no person in the United States shall on the ground
of race, color, national origin, or sex, or that no otherwise qualified
handicapped person shall solely by reason of the handicap, be excluded
from participation in, be denied the benefits of, or be subjected to
discrimination under any program or activity for which the donee received
Federal assistance from the General Services Administration; and Hereby
Gives Assurance That it will immediately take any measures necessary to
effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property: that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Dated _____

Donee

BY _____

(President/Chairman of the Board or
comparable authorized official)

Donee Mailing Address